

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Cristal M. Watkins-Ford

Debtor(s)

CHAPTER 13

BANK OF AMERICA, N.A.

Movant

vs.

NO. 20-11101 ELF

Cristal M. Watkins-Ford

Debtor(s)

Kenneth E. West

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the Vehicle held by the Movant on the Debtor's U 2012 Honda CR-V ("Vehicle") VIN Number JHLRM4H50CC021665.

2. Debtor(s) shall maintain monthly vehicle payments to the Movant beginning with the next payment on or about October 24, 2022 and thereafter;

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation and the loan is more than sixty (60) days in default, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 27, 2022

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire
Attorney for Movant
KML Law Group, P.C.

Date: 10/11/2022

/s/ Doris Mayberry, Esquire for *
Georgette Miller, Esquire
Attorney for Debtor(s)

Date: 10/19/2022

/s/ LeRoy W. Etheridge, Esquire for *
Kenneth E. West, Esquire
Chapter 13 Trustee

**no objection to its terms,
without prejudice to any of
our rights and remedies*

Approved by the Court this _____ day of _____, 2022. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Eric L. Frank